

Mr Gordon Hayes  
Winslow Construction Company  
3002 South Huron Street  
Englewood, CO 80110

- Winslow Investments } Joint owners of property  
- Richard Vander Meir }  
George Holley }  
233 - ~~333~~  
7838

Dear Gordon

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G-Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit 3 (OU 3). This letter contains a request for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise.

Please review the enclosed Use Agreement. Modifications to this agreement can be made to address specific concerns. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials I will return one copy for your files. If you should have further questions, please feel free to call me at 966-4291.

9/1, called Winslow, talked w/ Gordon about sampling → will send agreement sent 9/2

M. Guillaume, OU 3 Manager  
Remediation Programs Division

10/14 - call left message to call back

cc  
Administrative Record

10/22 - called

10/27 - Talked to Keith - Gordon has not called back

- Property NOT really belong to Winslow construction but group called Winslow Investments - Atty George Holley was sarcastic and ~~and~~ really negative in conversation. - NO!

**HOLLEY, ALBERTSON & POLK, P.C.**

ATTORNEYS AT LAW  
DENVER WEST OFFICE PARK  
SUITE 100, BUILDING 19  
1667 COLE BLVD  
GOLDEN, COLORADO 80401

GEORGE ALAN HOLLEY  
SCOTT D ALBERTSON  
DENNIS B POLK  
KAREN ROAN NOVOTNY

PHONE (303) 233-7838  
FAX (303) 233-2860

ERIC E TORGERSEN  
THOMAS A WALSH

October 28, 1992

M. Guillaume, OU 3 Manager  
Remediation Programs Division  
EG & G Rocky Flats, Inc.  
Rocky Flats Plant  
P. O. Box 464  
Golden, CO 80402-0464

**Re: Use Agreement for Offsite Sampling - MG-044-92**

Dear Mr. Guillaume:

This office represents Richard Van der Meer and Winslow Investments. We have been instructed by our clients to respond to a letter dated September 2, 1992, with attached proposed Use Agreement, which was addressed to Gordon Hayes, Winslow Construction Company. This will also confirm that you telephoned Floyd Winslow on October 28, 1992, and Mr. Winslow requested that you call the undersigned; and, that the undersigned received your telephone call on October 28, 1992, at or about 2:15 p.m.

Our client, has authorized us to respond to your letter dated September 2, 1992, which is captioned: "USE AGREEMENT FOR OFF SITE SAMPLING MG-044-92", and to advise you that the attached "USE AGREEMENT" has been read, and thoroughly reviewed by the owners of said property. The owners of the property are: Winslow Investments and Richard Van der Meer.

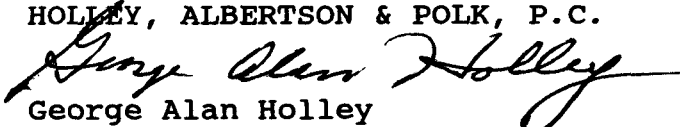
The position of the property owners is that they do not desire to enter into any agreement with any party, including EG & G Rocky Flats, Inc. or the DOE, for the purposes of permitting any entry on the property they own, at that location, for purposes of testing, or for any other purpose. They respectfully deny all requests for entry to perform testing, and do not desire further contact in regard to same. If, notwithstanding the position set forth above, further contact is attempted, you are to direct same to this office to the undersigned or to Dennis B. Polk.

M. Guillaume  
EG & G Rocky Flats, Inc.  
October 28, 1992

YOU ARE SO NOTIFIED.

Sincerely,

HOLLEY, ALBERTSON & POLK, P.C.

  
George Alan Holley

GAH:jp

cc: Winslow Investments  
Richard Van der Meer  
Dennis B. Polk

EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC  
ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

## FAX TRANSMITTAL COVER SHEET

Date: 11/3/92

To: Bob Birle

Organization: DOR

FAX No: 4871

(FAX No: (303) 966-8556

From: Michael Guillaume  
phone 966-8557

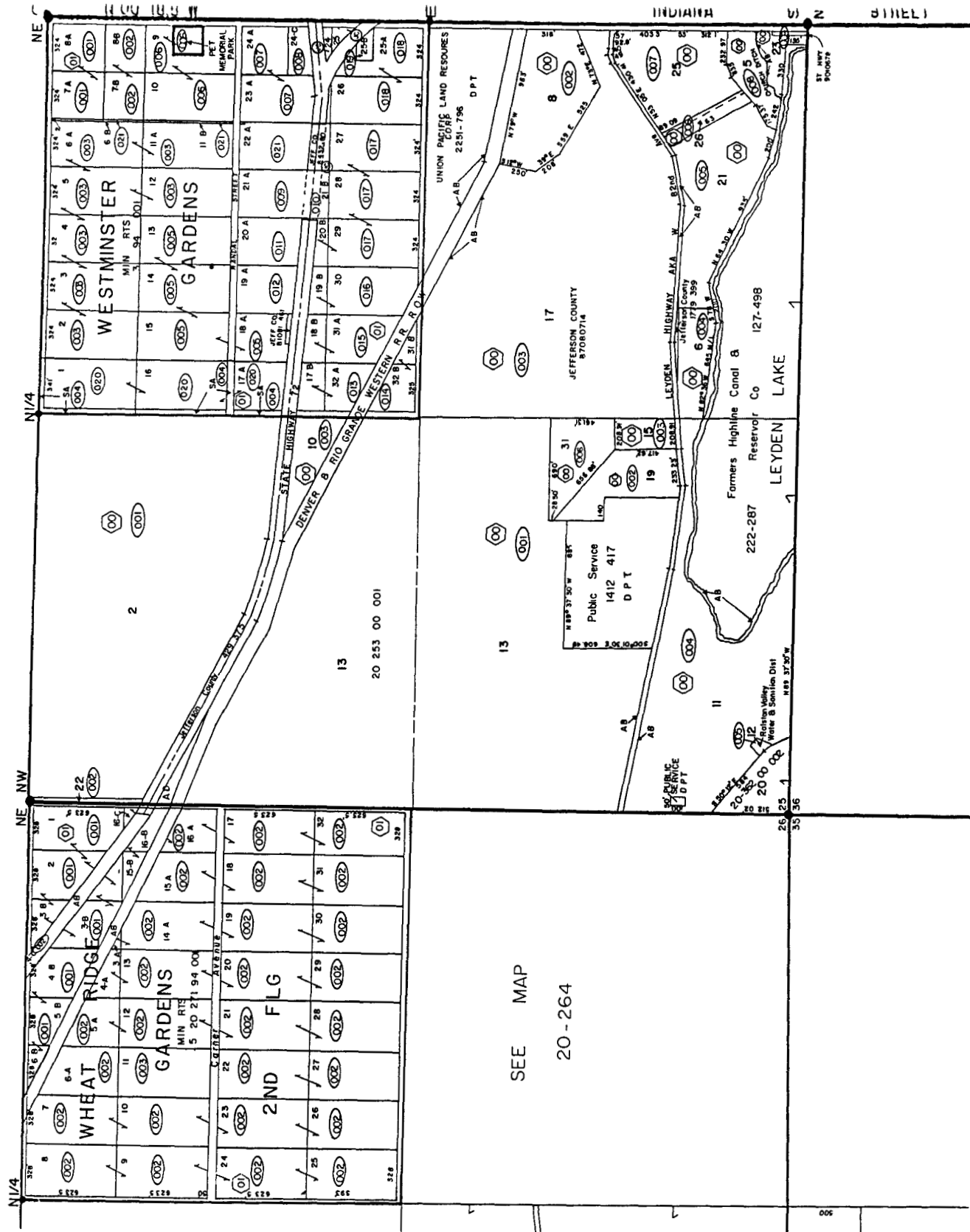
Organization: Remediation Programs  
Division

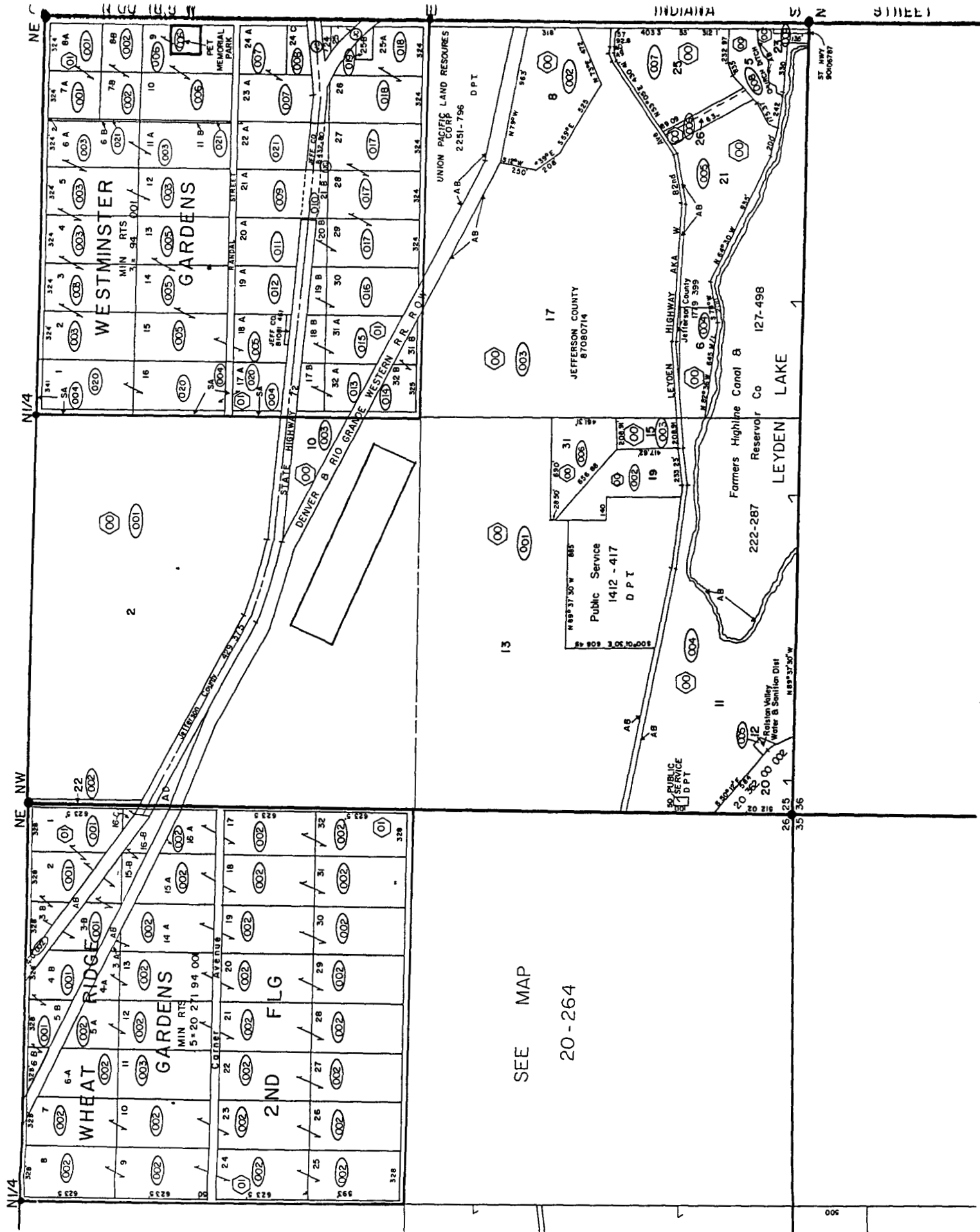
Comments:

Another unhappy customer

I AM sending a letter to DOR requesting  
guidance on those land owners refusing  
access.

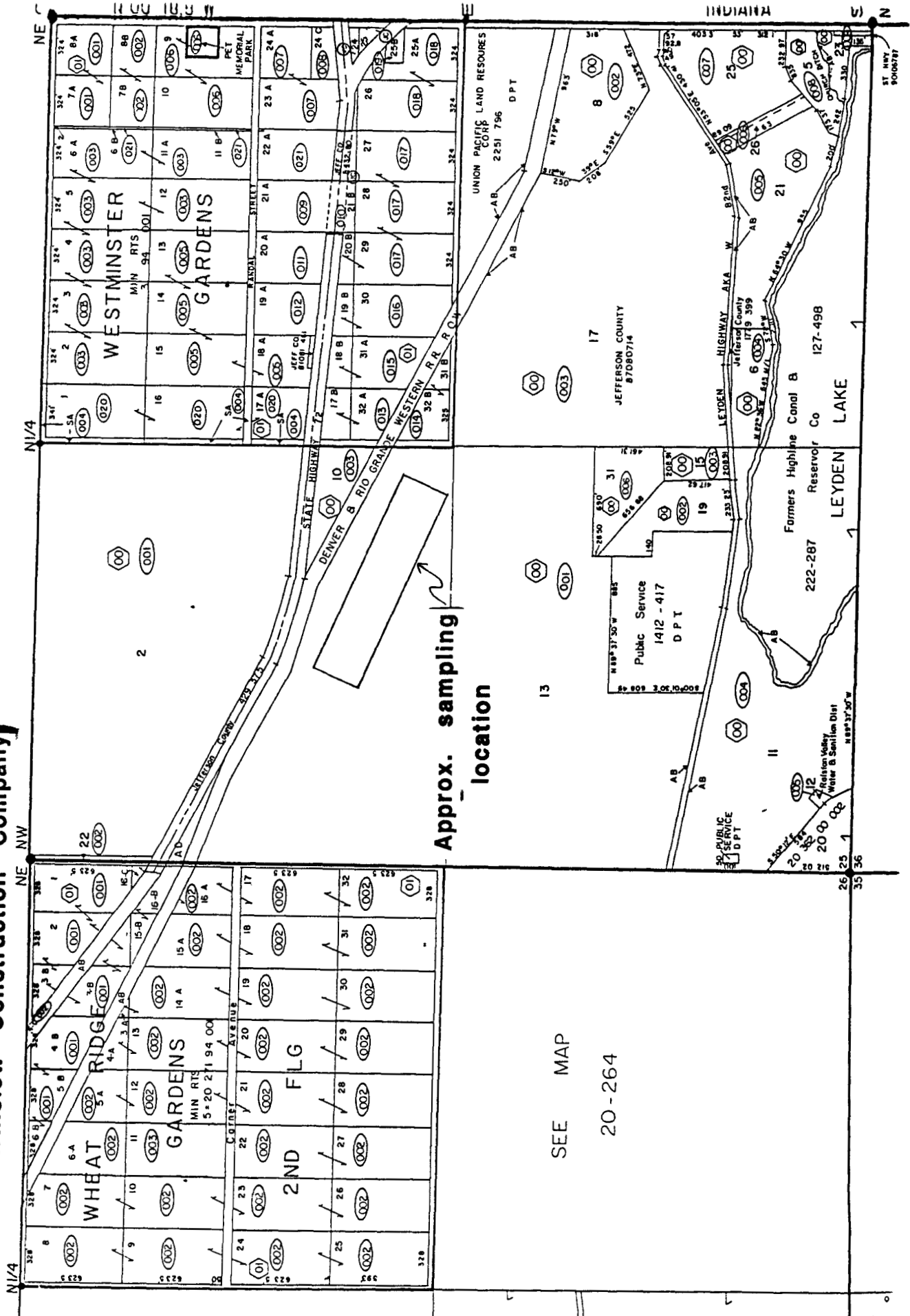
Total pages (including cover sheet) \_\_\_\_\_





**Exhibit A: Map**  
**SE1/4 of NW 1/4 of Section 25**  
**T.2S. R.70W.**  
**Proposed Sampling Locations**  
**PT 13792**

**Owner: Winslow Construction Company**



SEE MAP  
 20-264

92 RF 10342



EG&G ROCKY FLATS, INC  
ROCKY FLATS PLANT P O BOX 464, GOLDEN COLORADO 80402 0464 • (303) 966 7000

September 2, 1992

92-RF-10342

Mr Gordon Hayes  
Winslow Construction Company  
3002 South Huron Street  
Englewood, CO 80110

USE AGREEMENT FOR OFFSITE SAMPLING - MG-044-92

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit No 3 (OU 3) This letter contains a request for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature The planned field sampling activities are described in the OU 3 RFI/RI Work Plan This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise

Please review the enclosed Use Agreement Modifications to this agreement can be made to address specific concerns Please sign and return both duplicate originals to me Following signatures from DOE and EG&G officials, I will return one copy for your files If you should have further questions, please feel free to call me at 966-4291

M Guillaume, OU 3 Manager  
Remediation Programs Division

dmf

Enclosures  
As Stated

cc  
Administrative Record

DIST	
ENJAMIN A	
ERMAN H S	
RANCH D B	
ARNIVAL G J	
OPP R D	
AVIS J G	
VERED J E	
ERRERA D W	
OODWIN R	
ANNI B J	
ARMAN L K	
EALY T J	
ILBIG J G	
DEVER E H	
EPST J M	
IRBY W A	
UESTER A W	
RIEG D	
EE E M	X
MAJESTIC J R	
MARX C E	
McDONALD M M	
MORGAN R V	
POTTER G L	
PIZZUTO V M	
SANDLIN N B	
SHEPHER R I	
SULLIVAN M T	
SWANSON E R	
ALLMAN K G	
VIEBE J S	
VILKINSON R B	
WILSON J M	
ANE J O	
Guillaume M X	
Zille E A X	
See C B X	
usby W S X	
rendt M B X	

Admin Rec X  
CORRES CONTROL X X

CLASSIFICATION

UCNI	
UNCLASSIFIED	
CONFIDENTIAL	
SECRET	

AUTHORIZED CLASSIFIER  
OT SIGNATURE

licable per  
classification office  
DATE exemption

IN REPLY TO RFP CC NO

ACTION ITEM STATUS

☐ OPEN ☐ CLOSED  
☐ PARTIAL

LTR APPROVALS AND:

SR: WSB  
CRIG & TYPIST INITIALS

MG/dmf



Use Agreement No  
U S Department of Energy  
Interagency Agreement  
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and Winslow Construction Company (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A,

NOW THEREFORE, it is agreed that

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

## Use Agreement No

abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors

- 2 The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- 4 The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

## Use Agreement No

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

- 6 The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement Such consent shall be evidenced by their signatures in the space provided on the signature page

Use Agreement No

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY

By \_\_\_\_\_

By \_\_\_\_\_

Steven R Schiesswohl  
RFO Realty Officer  
Property & Information  
Management Branch

Rocky Flats Office  
P O Box 928  
Golden, Colorado  
80402-0928

Date \_\_\_\_\_

Date \_\_\_\_\_

Concurred by EG&G Rocky Flats, Inc  
DOE Contractor, contract number  
DE-AC04-90DP62349

By \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Consented to  
Names

Interest

Signature

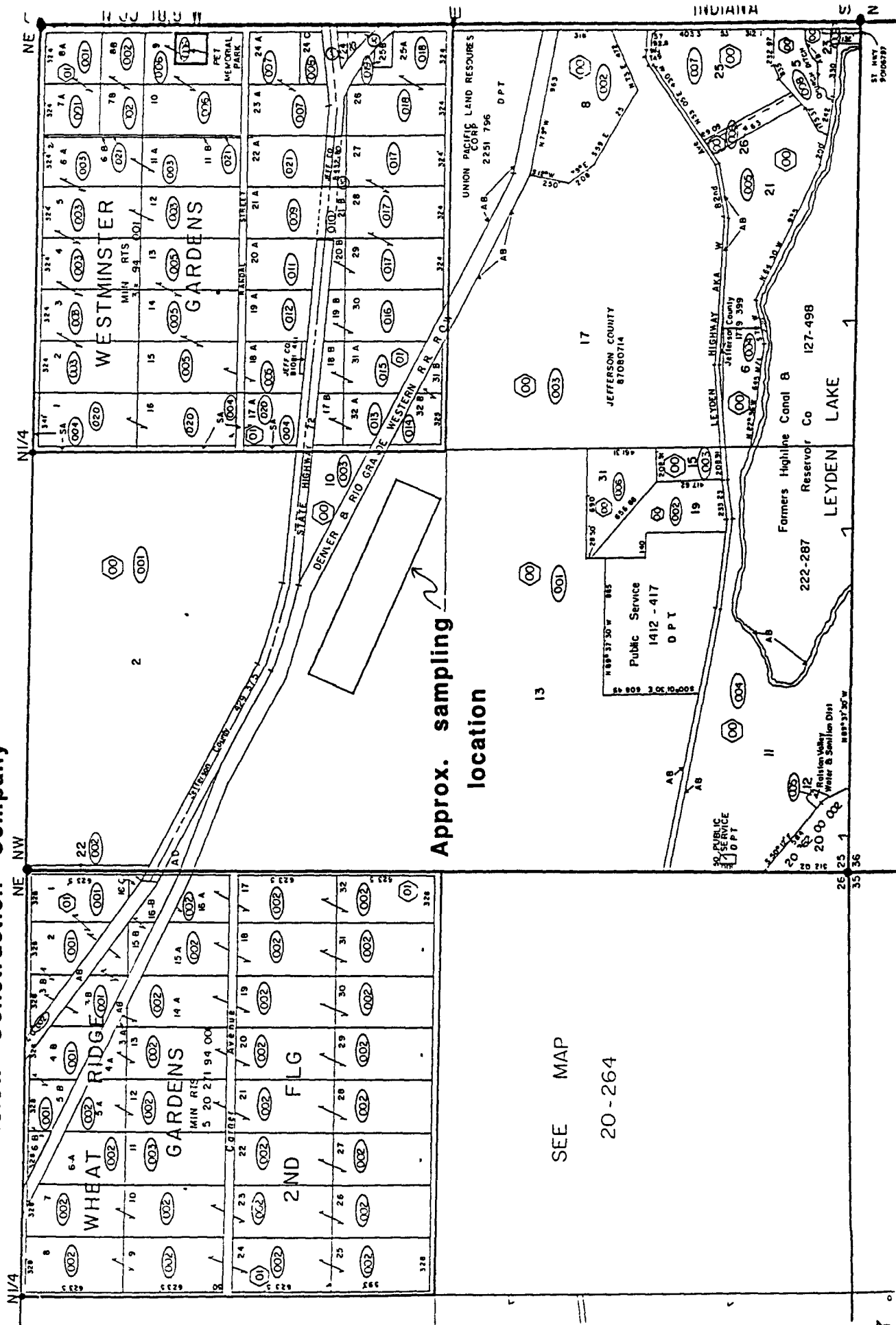
12

**SE1/4 of NW 1/4 of Section 25  
T.2S. R.70W.**

## Proposed Sampling Locations

**PT 13792**

**Owner: Winslow Construction Company**



SEE MAP

20-264

## EXHIBIT B

### OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -WINSLOW CONSTRUCTION COMPANY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Winslow Construction Company property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.